



Annexation Application

Staff will assign FILE #

INSTRUCTIONS. Please see page 4 for the annexation process. As directed by a City Planner, apply for annexation of properties by completing this Annexation Application and package, plus:

- **Complete a Rezoning Application.** Exception: This form is not needed if current and proposed zoning are both agriculture. Find the form at: www.sanjoseca.gov/PlanningApplications
- **Determine any Residual Parcels.** Before applying, you must speak with a planner to determine if the proposed annexation would create an unincorporated "island." Any such residual parcels must be included in the annexation, as required by the Local Agency Formation Commission (LAFCO) and the Cortese-Knox-Hertzberg Local Government Reorganization Act.

QUESTIONS/SPEAK WITH A PLANNER. For residual parcel determination or if you have questions, speak with a City Planner at 408-535-3555. Visit www.sanjoseca.gov/planning for phone service hours.

FEES. Fees are due when you file the application.

- Initial fees, see: www.sanjoseca.gov/PlanningApplications
- Planning Fee Schedule, see: www.sanjoseca.gov/PlanningFees

APPLICATION PACKAGE. With this original signed form (no photocopy) include the following in your package:

- ☐ Initial fee payment
- ☐ Zoning Application (unless agriculture zoning continues)
- ☐ Annexation proposals - complete Section 2.a.
- ☐ Williamson Act proposals - complete Section 2.b.
- ☐ Complete Section 3 of this form OR include a Letter of Intent from an environmental consultant that states you have contracted their services to prepare a document pursuant to CEQA for your project.
- ☐ 2 sets - Find examples at www.sanjoseca.gov/planning:
 - a. Legal description of property (metes and bounds)
 - b. Plat map
- ☐ A USB or CD containing files of all materials.

APPOINTMENT REQUIRED. Submit the application package in person at the Planning and Development Services Offices, 3rd floor, City Hall. Schedule your required appointment at www.sanjoseca.gov/PlanningAppointments.

Use the computer-fillable form at www.sanjoseca.gov/PlanningApplications or print clearly using ink.

1. PROPERTY INFORMATIONFIND APN AT WWW.SCCASSESSOR.ORG

USE A COMMA BETWEEN MULTIPLE NUMBERS

ASSESSOR'S PARCEL NUMBER/S (APN):

PROJECT ADDRESS/ES:

COUNTY ZONING:

ACREAGE:

CITY GENERAL PLAN DESIGNATION:

WWW.SANJOSECA.GOV/GPDESIGNATION

CITY COUNCIL DISTRICT:

WWW.SJPERMITS.ORG

NAMES OF APPLICABLE SCHOOL DISTRICTS:

2.a. ANNEXATION PROPOSALS

APN:

EXISTING USE:

PROPOSED USE:

APN:

EXISTING USE:

PROPOSED USE:

THE SUBJECT TERRITORY PROPOSED TO BE REORGANIZED IS:

A. CHECK ONE

☐ UNINHABITED (11 or fewer registered voters)☐ INHABITED (12 or more registered voters)

B. WITHIN 300 FEET OF THE CITY OF SAN JOSE BOUNDARY?

☐ YES☐ NO

ANNEXATION JUSTIFICATION BRIEFLY DESCRIBE:

2.b. WILLIAMSON ACT PROPOSALS

INDICATE STATUS AS ACTIVE OR UNDER NON-RENEWAL

APN:

CONTRACT #:

STATUS:

APN:

CONTRACT #:

STATUS:

OFFICE USE ONLY

INTAKE DATE:

BY:

PAID: \$

3. ENVIRONMENTAL EVALUATION

YES	NO	
		Does the project involve or anticipate the use of federal funding? <i>Note: Compliance with the National Environmental Policy Act (NEPA) is required for projects using federal funding. Contact Planning staff for more information.</i>

4. CONTACT INFORMATION

APPLICANT NAME:	
NAME OF FIRM IF APPLICABLE:	
APPLICANT MAILING ADDRESS:	
APPLICANT PHONE:	EMAIL:
APPLICANT'S REPRESENTATIVE IF ANY:	
REPRESENTATIVE MAILING ADDRESS:	
REPRESENTATIVE PHONE:	EMAIL:
ENVIRONMENTAL CONSULTANT NAME IF ANY:	
ENVIRONMENTAL CONSULTANT PHONE:	EMAIL:

5. PETITIONERS **IMPORTANT:** Submit this form with original signatures (not a photocopy) to the City.**Section 1** - Must be signed by ALL petitioners; please indicate if the proposal is 100% consent.**Section 2** - Complete Section 2 if the proposal is not 100% consent AND/OR residual parcels are included.**Section 3** - Complete Section 3 only if the territory to be annexed is inhabited (12 or more registered voters).

THE UNDERSIGNED PROPONENT/S OWN 100% OF THE SUBJECT TERRITORY PROPOSED FOR ANNEXATION.

Signatures are not required for public property, public rights-of-way, easements, or waterways.

If needed, use separate sheets to supply full information.

SECTION 1 Is proposal 100% consent? <input type="checkbox"/> YES <input type="checkbox"/> NO	PROPERTY OWNER NAME - PRINT:		APN:
	● PROPERTY OWNER WET SIGNATURE:		DATE:
	PROPERTY OWNER NAME - PRINT:		APN:
	● PROPERTY OWNER WET SIGNATURE:		DATE:
SECTION 2 Complete only if not 100% consent and/or residual parcels are included	PROPERTY OWNER NAME - PRINT:		APN:
	ADDRESS:	CITY:	STATE: ZIP CODE:
	PROPERTY OWNER NAME - PRINT:		APN:
	ADDRESS:	CITY:	STATE: ZIP CODE:
SECTION 3 Only for inhabited territories (12 or more registered voters). Attach a sheet with names and addresses of all registered voters.	PROPERTY OWNER NAME - PRINT:		APN:
	ADDRESS:	CITY:	STATE: ZIP CODE:
	PROPERTY OWNER NAME - PRINT:		APN:
	ADDRESS:	CITY:	STATE: ZIP CODE:

6. INDEMNIFICATION AGREEMENT FOR DEVELOPMENT APPLICATIONS

Applicant submitted an application to the City of San José Planning Division on (enter date): _____
 for the following development approval/s: _____ (the "Project").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant hereby expressly agrees in connection with the processing of Applicant's Project application(s) to each and every one of the following terms and conditions:

1. Applicant agrees, as part of and in connection with each and any of the application(s), to defend, indemnify, and hold harmless the City of San José ("City") and its officers, contractors, consultants, attorneys, employees and agents from any and all claim(s), action(s), or proceeding(s) (collectively referred to as "proceeding") brought against City or its officers, contractors, consultants, attorneys, employees, or agents to challenge, attack, set aside, void, or annul:

- a. Any approvals issued in connection with any of the above described applications by City; and/or
- b. Any action taken to provide related environmental clearance under the California Environmental Quality Act of 1970, as amended by City's advisory agencies, boards or commissions; appeals boards or commissions; Planning Commission, or City Council.

Applicant's indemnification includes, but is not limited to, damages, fees and/or costs awarded against or incurred by City, and costs of suit, claim or litigation, including without limitation attorneys' fees and other costs, liabilities and expenses incurred in connection with such proceeding, whether incurred by Applicant, City, and/or parties initiating or involved in such proceeding.

2. Applicant agrees to indemnify City for all of City's costs, fees, and damages incurred in enforcing the indemnification provisions of this Agreement.
3. Applicant agrees to defend, indemnify and hold harmless City, its officers, contractors, consultants, attorneys, employees and agents from and for all costs and fees incurred in additional investigation or study of, or for

supplementing, redrafting, revising, or amending, any document (such as an environmental impact report, negative declaration, specific plan, or general plan amendment) if made necessary by said proceeding, and if Applicant desires to pursue such City approvals and/or clearances, after initiation of the proceeding and that are conditioned on the approval of these documents.

4. In the event that Applicant is required to defend City in connection with such proceeding, City shall have and retain the right to approve:
 - a. The counsel to so defend City; and
 - b. All significant decisions concerning the manner in which the defense is conducted; and
 - c. Any and all settlements, which approval shall not be unreasonably withheld.
5. City shall also have and retain the right to not participate in the defense, except that City agrees to reasonably cooperate with Applicant in the defense of the proceeding. If City chooses to have counsel of its own defend any proceeding where Applicant has already retained counsel to defend City in such matters, the fees and expenses of the additional counsel selected by City shall be paid by City. Notwithstanding the immediately preceding sentence, if City's Attorney's Office participates in the defense, all City Attorney fees and costs shall be paid by Applicant.
6. Applicant's defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the proceeding.

After review and consideration of all of the foregoing terms and conditions, Applicant, by signature below, hereby agrees to be bound by and to fully and timely comply with all of the foregoing terms and conditions.

• **APPLICANT WET SIGNATURE**

DATE [MM/DD/YYYY]

PRINT NAME

TITLE, IF ANY

IMPORTANT: Submit this form with original wet signatures (not a photocopy) to the City.

Electronic signatures are accepted only if consistent with City Administrative Policy Manual [Section 1.7.11](#).

Please refer to this section for allowable electronic signatures for Development Services applications.

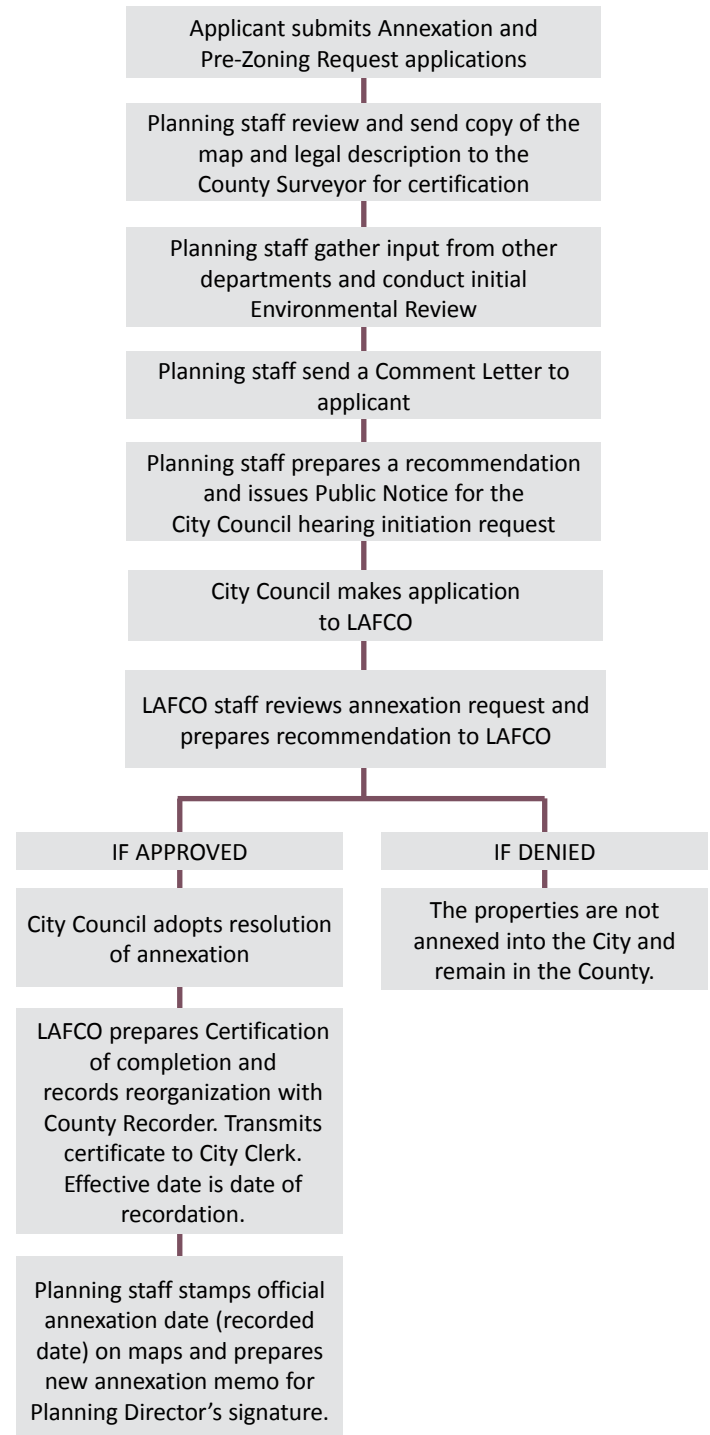
7. PROCESSING OF ANNEXATIONS

PROCESS WITHOUT LAFCO PUBLIC HEARING

This process applies if the territory proposed for annexation is inside the Urban Service Area (USA).

**PROCESS WITH LAFCO PUBLIC HEARING**

This process applies if the territory proposed for annexation is outside the Urban Service Area (USA).



Questions? Speak with a planner at 408-535-3555.
Visit www.sanjoseca.gov/planning for phone service hours.